

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DOAR RIECK KALEY & MACK,

Case No.

Plaintiff,

COMPLAINT

-against-

RICHARD GATES,

Defendant.

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Plaintiff, by its attorney, Joel A. Siegel, complaining of the Defendant, Richard Gates, alleges as follows:

1. This is an action for money damages, interest, and costs based on defendant's failure to pay for legal services rendered.

PARTIES

2. Plaintiff Doar Rieck Kaley & Mack ("DRK&M") is a law firm, with its principal place of business located at 217 Broadway, Suite 707, New York, NY 10007, in New York County.

3. Defendant Richard Gates ("Gates") is domiciled and resides at 206 Virginia Avenue, Richmond, VA 23226.

JURISDICTION AND VENUE

4. Pursuant to 28 U.S.C. §1332(a)(1), this Court has jurisdiction over the subject matter of this action because there is complete diversity of citizenship between the parties and the matter in controversy exceeds the sum of seventy-five thousand dollars, exclusive of interest and costs.

5. Pursuant to § 302(a)(1) of the New York Civil Practice Law & Rules, this Court has long-arm jurisdiction over Gates in that Gates transacts business within New York State.

6. Venue is proper in this district under 28 U.S.C. §1391(b)(2) in that a substantial part of the events or omissions giving rise to the claim occurred in this district. Venue is also proper in this district under 28 U.S.C. §1391(b)(3), in that Gates is subject to this Court's personal jurisdiction with respect to this action.

FIRST COUNT (BREACH OF CONTRACT)

7. In or about November 2017, Gates solicited DRK&M in New York to defend him in the criminal action brought by Special Counsel Robert Mueller III's Office with the United States Justice Department. The criminal action against Gates was commenced in the United States District Court for the District of Columbia.

8. Following a series of in-person meetings in New York, Gates signed a written retainer wherein he agreed to pay for the legal services to be rendered by DRK&M and associated counsel at specified hourly rates.

9. DRK&M and the associated counsel rendered legal services pursuant to the retainer agreement.

10. In or about February 2018, United States District Court Judge Amy Berman Jackson granted DRK&M's motion to be relieved as counsel for Gates in the criminal action based on Gates' failure to pay for the legal services rendered and a breakdown of the attorney-client relationship.

11. Also in or about February 2018, Gates obtained new counsel for the criminal matter, pleaded guilty to two felony charges, and agreed to cooperate with the Special Counsel.

12. DRK&M submitted invoices to Gates during the period December 28, 2017 through September 6, 2018 totaling \$388,525.34 for the legal services rendered at the agreed-upon rates and disbursements provided in the parties' retainer agreement.

13. Gates has never disputed nor expressed dissatisfaction with the services rendered by DRK&M and associated counsel.

14. Upon presentation of DRK&M's invoices, Gates did not dispute the amounts stated therein as due and owing.

15. Gates promised to pay the amounts stated as due and owing.

16. To date, Gates has paid \$20,000.00 to DRK&M.

17. The balance due and owing by Gates for the legal services rendered is \$368,525.34.

18. DRK&M has made demands to Gates for payment of the said amount due and owing.

19. To date, Gates has failed and refused to pay the amount due and owing.

20. Based on the foregoing, DRK&M sets forth a cause of action for Breach of Contract against Gates, entitling DRK&M to money damages in the amount of \$368,525.34, plus interest, court costs and disbursements.

SECOND COUNT (ACCOUNT STATED)

21. Plaintiff re-alleges paragraphs 1 through 20 as if fully set forth herein.

22. Based on the foregoing, DRK&M sets forth a cause of action for Account Stated against Gates, entitling DRK&M to money damages in the amount of \$368,525.34, plus interest, court costs and disbursements.

THIRD COUNT (SERVICES RENDERED AT AGREED UPON PRICES)

23. Plaintiff re-alleges paragraphs 1 through 20 as if fully set forth herein.

24. Based on the foregoing, DRK&M sets forth a cause of action for Services Rendered at Agreed Upon Prices against Gates, entitling DRK&M to money damages in the amount of \$\$368,525.34, plus interest, court costs and disbursements.

FOURTH COUNT (QUANTUM MERUIT)

25. Plaintiff re-alleges paragraphs 1 through 20 as if fully set forth herein.
26. DRK&M and associated counsel rendered the said professional services in good faith.
27. Gates accepted the services rendered without exception or objection.
28. DRK&M and associated counsel reasonably expected compensation from Gates for the services rendered.
29. Gates benefitted from the services rendered, and Gates understood he was obligated to pay for the services rendered.
30. In that he has failed to pay for the services rendered, Gates has been unjustly enriched at the expense of counsel.
31. Equity and good conscience require that Gates be compelled by this Court to pay for the services rendered.
32. The reasonable value of the services rendered, but not paid for, is \$368,525.34.
33. Based on the foregoing, DRK&M sets forth a cause of action for Quantum Meruit against Gates, entitling DRK&M to money damages in the amount of \$368,525.34, plus interest, court costs and disbursements.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff DRK&M demands judgment against Defendant Richard Gates, as follows:

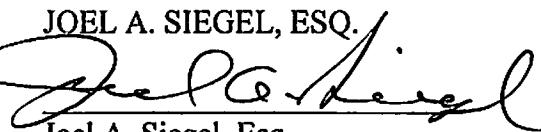
- A. Awarding compensatory money damages in the amount of \$368,525.34;
- B. Awarding pre-judgment interest on the said amount due and owing;
- C. Awarding the court costs and disbursements of this action; and,
- D. According such other and further relief as may be just, proper, and equitable.

Dated: New York, New York

October 10, 2018

JOEL A. SIEGEL, ESQ.

By:



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